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**TERMINAL DISCLAIMER TO OBTAIN A DOUBLE PATENTING
REJECTION OVER A "PRIOR" PATENT**

Docket Number (Optional)

02755/0205241-US0

In re Application of: **Benjamin Oshlack et al.**

Application No.: 10/731,678-Conf. #4265

Filed: December 8, 2003

For: ORALLY ADMINSTRABLE OPIOID FORMULATIONS HAVING EXTENDED DURATION OF EFFECT

The owner*, Purdue Pharma L.P., of 100 percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application which would extend beyond the expiration date of the full statutory term of **prior patent** No. 5,965,161 as the term of said prior patent is defined in 35 U.S.C. 154 and 173, and as the term of said **prior patent** is presently shortened by any terminal disclaimer. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the **prior patent** are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of the term of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 and 173 of the **prior patent**, "as the term of said **prior patent** is presently shortened by any terminal disclaimer," in the event that said **prior patent** later:

expires for failure to pay a maintenance fee;
 is held unenforceable;
 is found invalid by a court of competent jurisdiction;
 is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321;
 has all claims canceled by a reexamination certificate;
 is reissued; or
 is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Check either box 1 or 2 below, if appropriate.

1. ☐ For submissions on behalf of a business/organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the business/organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

2. ☒ The undersigned is an attorney or agent of record. Reg. No. 43,287

Signature

April 20, 2007

Date _____

Samuel S. Woodley
Typed or printed name

(212) 527-7610
Telephone Number

- ☒ Terminal disclaimer fee under 37 CFR 1.20(d) is included.

*Statement under 37 CFR 3.73(b) is required if terminal disclaimer is signed by the assignee (owner).
Form PTO/SB/96 may be used for making this certification. See MPEP § 324.

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STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Benjamin Oshlack, Mark Chasin and Frank Pedi, Jr. (as amended)Application No./Patent No.: 10/731,678 Filed/Issue Date: December 8, 2003Entitled: ORALLY ADMINSTRABLE OPIOID FORMULATIONS HAVING EXTENDED DURATION OF EFFECTPurdue Pharma L.P., a Limited Partnership
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____ , Frame _____ , or a true copy of the original assignment is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Benjamin Oshlack and Mark Chasin To: Euroceltique, S.A.
The document was recorded in the United States Patent and Trademark Office at Reel 006777 , Frame 0886 .
2. From: Euro-Celtique S.A. To: Purdue Pharma L.P.
The document was recorded in the United States Patent and Trademark Office at Reel 008581 , Frame 0030 .
3. From: Benjamin Oshlack and Mark Chasin To: Euro-Celtique S.A.
The document was recorded in the United States Patent and Trademark Office at Reel 015281 , Frame 0654 .

- ☒ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO.]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Philip C. Strassburger
SignatureApril 16, 2007
DatePhilip C. Strassburger
Printed or Typed Name(203) 588-7639
Telephone NumberVice President, Intellectual Property Counsel
Title

STATEMENT UNDER 37 CFR 3.73(b) - Supplemental Sheet

Continuation of chain of title from the inventor(s) to the current assignee.

4. From: Euro-Celtique S.A. To: Purdue Pharma L.P.

The document was recorded in the United States Patent and Trademark Office at

Reel 018154 , Frame 0088 .

5. From: Benjamin Oshlack, Mark Chasin and
Frank Pedi, Jr. To: Euro-Celtique S.A.

The document was recorded in the United States Patent and Trademark Office at

Reel _____ , Frame _____ , or for which a **copy thereof is attached**.

6. From: Euro-Celtique S.A. To: Purdue Pharma L.P.

The document was recorded in the United States Patent and Trademark Office at

Reel _____ , Frame _____ , or for which a **copy thereof is attached**.

7. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at

Reel _____ , Frame _____ , or for which a copy thereof is attached.

8. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at

Reel _____ , Frame _____ , or for which a copy thereof is attached.

9. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at

Reel _____ , Frame _____ , or for which a copy thereof is attached.

ASSIGNMENT

I, Benjamin Oshlack, a citizen of Australia, residing at 350 South Ocean Boulevard, Apt. 3D, Boca Raton, Florida 33432;

I, Mark Chasin, a citizen of the United States, residing at 3 Turnberry Drive, Monroe, New Jersey 08831; and

I, Frank Pedi, Jr., a citizen of the United States, residing at 2773 Hyatt Street, Yorktown Heights, New York 10598;

and each of us, if more than one person is identified above (hereinafter "ASSIGNOR") in consideration of the sum of Ten Dollars (\$10.00), or the equivalent thereof, and other good and valuable consideration, the sufficiency of which and receipt of which are hereby acknowledged, paid to ASSIGNOR by

Euro-Celtique S.A.

a Corporation organized under the laws of Luxembourg, located at 122 Boulevard de la Petrusse, Luxembourg L-2330, LUXEMBOURG (hereinafter "ASSIGNEE"), do hereby sell and assign to said ASSIGNEE, its successors and assigns, the below indicated right, title, and interest, **throughout the world** in and to my Invention entitled:

**ORALLY ADMINSTRABLE OPIOID FORMULATIONS HAVING EXTENDED
DURATION OF EFFECT**

invented by me and described in Patent Application No. 10/731,678, filed on December 8, 2003, in the United States of America; and all patents, divisions, reissues, continuations and any extensions thereof and rights of priority therein, said interest being my entire ownership interest in the same, to be held and enjoyed by said ASSIGNEE, its successors, assigns, or other legal representatives, to the full end of the term thereof, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made;

And for the consideration aforesaid, I hereby covenant and agree to and with said ASSIGNEE, its successors and assigns, that whenever ASSIGNEE, its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with an application concerning said Invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of such application or patent issuing therefrom is lawful and desirable, I will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of all lawful rights associated with the Invention, or for the reissue or continuation or extension of the same, will do all acts necessary or required to secure in said ASSIGNEE, its successors or assigns, the title to and full benefit of all rights hereby assigned, without charge to said ASSIGNEE or its successors or assigns, but at its or their expense; and I hereby appoint every present or future officer of said ASSIGNEE as my agent to sign all such papers and to do all such necessary acts on my behalf, to the fullest extent permitted by law;

And I hereby authorize and request the Commission of Patents and Trademarks and any other granting authority to issue any Letters Patent resulting from said Invention and application(s) concerning same to said ASSIGNEE.

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I have signed this document as my own free act and that all of the foregoing is true and correct.

Dated: 12 April 2007



Benjamin Oshlack, Inventor

Dated: _____

Mark Chasin, Inventor

Dated: _____

Frank Pedi, Jr., Inventor

ASSIGNMENT

I, Benjamin Oshlack, a citizen of Australia, residing at 350 South Ocean Boulevard, Apt. 3D, Boca Raton, Florida 33432;

I, Mark Chasin, a citizen of the United States, residing at 3 Turnberry Drive, Monroe, New Jersey 08831; and

I, Frank Pedi, Jr., a citizen of the United States, residing at 2773 Hyatt Street, Yorktown Heights, New York 10598;

and each of us, if more than one person is identified above (hereinafter "ASSIGNOR") in consideration of the sum of Ten Dollars (\$10.00), or the equivalent thereof, and other good and valuable consideration, the sufficiency of which and receipt of which are hereby acknowledged, paid to ASSIGNOR by

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a Corporation organized under the laws of Luxembourg, located at 122 Boulevard de la Petrusse, Luxembourg L-2330, LUXEMBOURG (hereinafter "ASSIGNEE"), do hereby sell and assign to said ASSIGNEE, its successors and assigns, the below indicated right, title, and interest, **throughout the world** in and to my Invention entitled:

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And for the consideration aforesaid, I hereby covenant and agree to and with said ASSIGNEE, its successors and assigns, that whenever ASSIGNEE, its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with an application concerning said Invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of such application or patent issuing therefrom is lawful and desirable, I will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of all lawful rights associated with the Invention, or for the reissue or continuation or extension of the same, will do all acts necessary or required to secure in said ASSIGNEE, its successors or assigns, the title to and full benefit of all rights hereby assigned, without charge to said ASSIGNEE or its successors or assigns, but at its or their expense; and I hereby appoint every present or future officer of said ASSIGNEE as my agent to sign all such papers and to do all such necessary acts on my behalf, to the fullest extent permitted by law;

And I hereby authorize and request the Commission of Patents and Trademarks and any other granting authority to issue any Letters Patent resulting from said Invention and application(s) concerning same to said ASSIGNEE.

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I have signed this document as my own free act and that all of the foregoing is true and correct.

Dated: _____

Benjamin Oshlack, Inventor

Dated: April 10, 2007

Mark Chasin, Inventor

Dated: _____

Frank Pedi, Jr., Inventor

ASSIGNMENT

I, Benjamin Oshlack, a citizen of Australia, residing at 350 South Ocean Boulevard, Apt. 3D, Boca Raton, Florida 33432;

I, Mark Chasin, a citizen of the United States, residing at 3 Turnberry Drive, Monroe, New Jersey 08831; and

I, Frank Pedir, a citizen of the United States, residing at 2773 Hyatt Street, Yorktown Heights, New York 10598;

and each of us, if more than one person is identified above (hereinafter "ASSIGNOR") in consideration of the sum of Ten Dollars (\$10.00), or the equivalent thereof, and other good and valuable consideration, the sufficiency of which and receipt of which are hereby acknowledged, paid to ASSIGNOR by

Euro-Celtique S.A.

a Corporation organized under the laws of Luxembourg, located at 122 Boulevard de la Petrusse, Luxembourg L-2330, LUXEMBOURG (hereinafter "ASSIGNEE"), do hereby sell and assign to said ASSIGNEE, its successors and assigns, the below indicated right, title, and interest, **throughout the world** in and to my Invention entitled:

ORALLY ADMINSTRABLE OPIOID FORMULATIONS HAVING EXTENDED
DURATION OF EFFECT

invented by me and described in Patent Application No. 10/731,678, filed on December 8, 2003, in the United States of America; and all patents, divisions, reissues, continuations and any extensions thereof and rights of priority therein, said interest being my entire ownership interest in the same, to be held and enjoyed by said ASSIGNEE, its successors, assigns, or other legal representatives, to the full end of the term thereof, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made;

And for the consideration aforesaid, I hereby covenant and agree to and with said ASSIGNEE, its successors and assigns, that whenever ASSIGNEE, its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with an application concerning said Invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of such application or patent issuing therefrom is lawful and desirable, I will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of all lawful rights associated with the Invention, or for the reissue or continuation or extension of the same, will do all acts necessary or required to secure in said ASSIGNEE, its successors or assigns, the title to and full benefit of all rights hereby assigned, without charge to said ASSIGNEE or its successors or assigns, but at its or their expense; and I hereby appoint every present or future officer of said ASSIGNEE as my agent to sign all such papers and to do all such necessary acts on my behalf, to the fullest extent permitted by law;

And I hereby authorize and request the Commission of Patents and Trademarks and any other granting authority to issue any Letters Patent resulting from said Invention and application(s) concerning same to said ASSIGNEE.

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I have signed this document as my own free act and that all of the foregoing is true and correct.

Dated: _____

Benjamin Oshlack, Inventor

Dated: _____

Mark Chasin, Inventor

Dated: 04/05/07

Frank P. Jr.
Frank Pedi, Jr., Inventor

ASSIGNMENT

WHEREAS, Euro-Celtique S.A., having a place of business at 122 Boulevard de la Petrusse, L-2330 Luxembourg (hereinafter "ASSIGNOR") in consideration of the sum of Ten Dollars (\$10.00) or the equivalent thereof, and other good and valuable consideration, the sufficiency of which and receipt of which are hereby acknowledged, paid to it by

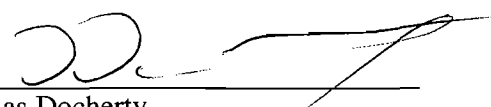
Purdue Pharma L.P.

a Limited Partnership organized under the laws of Delaware and having a place of business at One Stamford Forum, Stamford, Connecticut 06901-3431 (hereinafter referred to as "ASSIGNEE"), does hereby sell and assign to the said ASSIGNEE, its successors and assigns, the below indicated right, title, and interest **in and for the United States of America only**, in and to the Invention owned by it and described in Patent Application No. 10/731,678 filed in the United States Patent and Trademark Office on December 8, 2003 and all patents, divisions, reissues, continuations and any extensions thereof and rights of priority therein, said interest being **the entire ownership interest** in the same, to be held and enjoyed by said ASSIGNEE, its successors, assigns, or other legal representatives, to the full end of the term thereof, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not be made;

And ASSIGNOR hereby authorizes and requests the Commission of Patents and Trademarks and any other granting authority to issue any Letters Patent resulting from said Invention and application(s) concerning same to said ASSIGNEE.

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I am an officer of the above-identified ASSIGNOR, and that all of the foregoing is true and correct.

Dated: 16 APRIL, 2007

By: 
Name: Douglas Docherty
Title: Director